

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6847016RC03003		PAGE 1 OF 44	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N62649-16-T-0071	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TATSUYA KU				b. TELEPHONE NUMBER (No Collect Calls) 315-634-9812	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 29 Feb 2016		9. ISSUED BY CODE N62649 NAVSUP FLC YOKOSUKA SITE OKINAWA (CODE 200) PSC 480 BOX 0006 FPO AP 96370-0006 TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO U S NAVAL HOSPITAL OKINAWA, JAPAN FPO AP 96362 TEL: FAX:		CODE N68470		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 44	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MEDICAL ASSISTANT FFP FOR FAMILY MEDICINE DMS, U.S. NAVAL HOSPITAL, OKINAWA. BASE YEAR Period from 14 Mar 2016 through 13 Mar 2017 (Subject to Change) FOB: Destination MILSTRIP: N6847016RC03003 PURCHASE REQUEST NUMBER: N6847016RC03003 SIGNAL CODE: A	2,096	Hours		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	MEDICAL ASSISTANT FFP FOR FAMILY MEDICINE DMS, U.S. NAVAL HOSPITAL, OKINAWA. OPTION YEAR I Period from 14 Mar 2017 through 13 Mar 2018 (Subject to Change) FOB: Destination MILSTRIP: N6847016RC03003 PURCHASE REQUEST NUMBER: N6847016RC03003 SIGNAL CODE: A	2,088	Hours		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		2,088	Hours		
OPTION	MEDICAL ASSISTANT FFP FOR FAMILY MEDICINE DMS, U.S. NAVAL HOSPITAL, OKINAWA.				
	OPTION YEAR II Period from 14 Mar 2018 through 13 Mar 2019 (Subject to Change) FOB: Destination MILSTRIP: N6847016RC03003 PURCHASE REQUEST NUMBER: N6847016RC03003 SIGNAL CODE: A				
NET AMT					

SPECIAL NOTICE

This is a severable service contract and special reporting requirements exist under 10 USC 2410a. This solicitation/contract has the following attachments.

- Attachment (1): NAVMED P-117
- Attachment (2): Health Examination and Immunization/Screening Requirement Form
- Attachment (3): Citizenship Requirements
- Attachment (4): Personal Qualifications Sheet
- Attachment (5): Sheet Form Application for Navy Contract Positions
- Attachment (6): Pricing Sheet
- Attachment (7): System for Award Management (SAM) Confirmation Sheet

The documents required (but not limited to) for submission of offer under the list of documents, exhibits and other attachments of this solicitation/contract are:

- (1) Attachment 2- Health Examination and Immunization/Screening Requirement Form.
- (2) Attachment 3 – Citizenship Requirements - Acceptable document(s) as stated, for proof of employment eligibility.
- (3) Attachment 4 – Personal Qualification Sheet Quotation for Navy Contract Positions and it's supporting documentation. An offer must be submitted for each job opening. A single offer may not be submitted for multiple job openings and the offer must state the solicitation number of the position applying for Offers received after the due date/time will not be accepted.

(4) Attachment 6 – Pricing Sheet.

(5) Attachment 7 – System for Award Management (SAM) Confirmation Sheet.

(6) N62649-16-T-0071: Fill out Blocks 17a, 30a through 30c on page 1, fill in the unit and total prices on pages 3 and 4. Submit pages 1, 3 and 3 of this solicitation.

(7) Two (2) SIGNED letters of recommendation as stated in Attachment 4, Section VIII.

NOTE 1: The use of Commanding Officer means: Commander, Naval Hospital Okinawa, Bush Clinic Japan or a designated representative, e.g., Contracting Representative or Department Head.

NOTE 2: The terms “contractor” and “health care worker” are synonymous and mean the individual who is providing the services under the Contract.

NOTE 3: The term “MTF” refers to the Military Treatment Facility at which services are performed.

1. STATEMENT OF WORK.

1.1. The health care worker (HCW) shall provide, in accordance with this statement of work, comprehensive Medical Assistant services at U.S. Naval Hospital Okinawa and its satellite clinics located in Okinawa, Japan.

1.2. During the term of the Contract, the HCW agrees to provide, on behalf of the Government, the services of a Medical Assistant for treatment of active duty military personnel, their dependents, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of the resultant Contract.

1.3. Suits arising out of Medical Malpractice. The HCW is serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. The HCW is not required to maintain medical malpractice liability insurance. In the event of a claim or lawsuit relating to the HCW's performance of duties under the contract, the parties shall follow the procedures established in SECNAVINST 6300 .3A, a copy of which can be viewed at <http://doni.daps.dla.mil/default.aspx>.

1.3.1. The HCW providing services under the Contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual HCW receives

technical guidance, direction, and approval with regard to a task(s) within the requirements of the resultant Contract.

1.4. Under the resulting Contract, the HCW shall not advise, recommend or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the HCW when he or she is not on duty, or from a partner or group associated in practice with the HCW, except with the express written consent of the Commanding Officer. The HCW shall not bill individuals entitled to those services rendered pursuant to the Contract.

1.5. The HCW shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), "Principles of Ethical Conduct for Government Officers and Employees" and shall also comply with Department of Defense (DoD) and Department of the Navy (DoN) regulations implementing this Executive Order.

1.6. Except as provided in this clause, the HCW is not prohibited from conducting a private practice of their professions or from engaging in other employment. However, the HCW shall not, simultaneously with performance under the Contract, engage in other employment that creates a conflict of interest, violates federal law, or potentially compromises the quality of their work under the Contract. Further, such private practice or other employment shall not be conducted during those hours in which the HCW is required to render services under the Contract. The HCW shall make no use of the Government facilities or property provided under the Contract in connection with other employment. (NAVMED P-117, Chapter 1, Article 1-22 applies (<http://www.med.navy.mil/directives/Pages/NAVMEDP-MANMED.aspx>)).

1.7. The HCW shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains and shall fit correctly. Fingernails shall be clean and free from dirt, and hair shall be neatly trimmed and combed. HCWs shall display an identification badge, which includes the HCW's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty. In addition to the identification badge, the HCW shall self identify as a Contractor in all meetings, telephone conversations, and formal and informal written correspondence with Government personnel.

1.8. The HCW shall be physically capable of standing for extended periods of time and capable of normal ambulation.

1.9. The HCW shall read, write, speak and understand the English language fluently.

1.10. The HCW shall arrive for each scheduled shift in a well-rested condition and shall have had at least 6 hours of rest immediately prior to reporting for the shift.

1.11. The HCW shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government property for personal

business. All motor vehicles operated on these installations by the HCW shall be registered with the base security service according to applicable directives. Eating by the HCW is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all facilities; the HCW shall comply with the rules and regulations of the MTF.

1.12. The HCW shall comply with all MTF checkout processes. These processes include returning Government property, i.e., identification badges, pagers, cellular phones, etc., to the MTF upon the HCW's last day of service. Failure to do so promptly may result in delay of payment of the final invoice.

1.13. All financial, statistical, personnel and technical data which is furnished, produced or otherwise available to the Contractor during the performance of the Contract are considered confidential business information and shall not be used for purposes other than performance of work under the Contract. Such data shall not be released by the Contractor without prior written consent of the Contracting Representative. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by the Contract, will be subject to review and approval by the Contracting Representative before publication or dissemination.

1.14. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a HCW has been engaged in use, possession, or trafficking of drugs, the HCW may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a HCW, the HCW and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of the Contract is the agreement by the HCW to comply with all Federal and State laws as well as regulations issued by the Commanding Officer of the military installation concerning illegal drugs and paraphernalia.

1.15. Due to the nature of medical personal services which require Government supervision, the need for HCW access to CHCS/AHLTA, and patients that present only at the MTF, the Contract does not lend itself to allow the HCW to telecommute.

1.16. Comply with the standards of the Joint Commission, applicable provisions of law and the rules and regulations of any and all Governmental authorities pertaining to licensure and regulation of health care personnel and medical treatment facilities, the regulations and standards

of medical practice of the MTF and the bylaws of the hospital's medical staff. Adhere to and comply with all Department of the Navy, Bureau of Medicine and Surgery and local Hospital instructions and notices that may be in effect during the term of the Contract.

2. DUTY HOURS.

2.1. The HCW shall be on duty in the assigned clinical area for 40 hours each week between the hours of 0730 and 1630. The HCW shall normally provide services for an 8.5 or 9 hour period (to include an uncompensated .5 or 1 hour meal break depending on shift length), Monday through Friday. Specific hours shall be scheduled one month in advance by the Commanding Officer. Any changes in the schedule shall be coordinated between the HCW and the Government.

2.2. When required, to ensure completion of services that extend beyond the normal close of business, the HCW shall remain on duty in excess of the scheduled shift. The HCW will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the HCW and the Commanding Officer. The HCW shall use all compensatory time within a two week period. All unused compensatory leave will be forfeited, if not used at the end of the period of performance. If the Contract is terminated, there will be no reimbursement for any accrued compensatory time balance. In the event the HCW gives notice, all compensatory time must be used with the notice period or forfeited. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift), which are to be completed as part of the shift.

2.3. The HCW's services shall not be required on federally observed holidays. The HCW shall be compensated for federally observed holidays in accordance with paragraph 3.5., below.

2.4. The Commanding Officer or designated Government representative will supervise the HCW.

3. ABSENCES AND LEAVE.

3.1. The HCW shall request, in writing to the Commanding Officer, 15 days in advance any planned absences from assigned duties. Eight (8) hours of personal leave are accrued by the HCW at the end of every 80 hour period worked. This leave shall be used for both planned (vacation) and unplanned (sickness) absences.

3.2. Unless otherwise negotiated between the Contracting Officer, the Supervisor and the HCW, the MTF will administer the HCW's leave in accordance with the guidelines for Federal civil service employees. These guidelines relate to, among other topics, annual leave, administrative leave, Leave Without Pay (LWOP) and holidays.

3.3. If the HCW is absent for three or more consecutive days due to illness, he or she may be required by the Commanding Officer to provide written documentation from a qualified health

care provider that he or she is free from communicable disease and the cause of the HCW's current illness. The Government reserves the right to examine and/or re-examine any HCW who meets this criterion.

3.4. At the discretion of the Commanding Officer, up to 80 hours of accrued leave may be carried over from one performance period to the next, as long as the balance carried over is used within 90 days of the next performance period. This contingency for leave carry over does not apply if the following option period is not exercised by the Government or during the last option year of the Contract. This position is for a period beginning from the start date through one year with options to extend the Contract for a total of three years. The Contract will be renewable each year at the option of the Navy. **If the Contract is terminated, there will be no reimbursement for any accrued leave balance. In the event that the HCW gives notice of employment termination, all accrued annual leave must be used within that notice period, or forfeited.** Unplanned leave (i.e. leave taken for sickness) taken during this period shall be supported by a physician's statement of illness upon request.

3.5. The HCW will also receive a paid holiday benefit. If additional holidays are created as a result of an Executive Order, the benefit will also be extended to the HCW. The Government will compensate the Contractor for the number of hours the HCW is normally scheduled to work on the day on which the holiday is observed. If the HCW is not normally scheduled for duty on the day a holiday is observed will not be compensated for the holiday. For example, if the HCW work 10 hours per day, Tuesday through Friday, the HCW will not receive compensation for a Monday holiday, since the HCW is not normally scheduled to work on Mondays.

3.6. The HCW with a bona fide medical emergency occurring while on duty or with an on-the-job injury will be provided stabilizing medical care according to the procedures of the MTF. The HCW will reimburse the Government for all medical services provided unless the HCW is otherwise entitled to Government medical services.

3.7. Only the Commanding Officer has the authority to grant LWOP for unusual and compelling circumstances. Leave without pay must be approved in advance and will only be approved after all other leave has been exhausted.

3.8. Continuing Education. The Commanding Officer may also grant authorization for planned absences to allow the HCW to attend continuing education courses. This is in addition to the planned and unplanned absences specified above. The Government may compensate the HCW for these periods of authorized absence if the continuing education course(s) are determined to be a necessary expense by the government. This determination will be made on a case by case basis, weighing the costs associated with the training of Contractor personnel against the benefit gained by the Government in support of the appropriation that will incur the expense. This compensation will not exceed 40 hours per Contract period, equivalently apportioned for part-time services and/or partial year performance periods. The Commanding Officer may also advance leave for continuing education.

3.8.1. Unless authorized in advance, the Government will not reimburse the HCW for the cost of any training and/or other related expenses (travel). If authorized, the Contractor shall be compensated for those expenses deemed reasonable using a Travel/Training Contract Line Item Number (CLIN). The HCW shall provide proof of attendance and successful completion of continuing education to the Commanding Officer upon request.

3.8.1.1. The HCW shall submit an invoice in accordance with Wide Area Work Flow (WAWF) instructions itemizing expenses in amounts allowable by the Contracting Representative. (See Section G.)

3.8.1.2. All reimbursements will be retrospective, payable only upon presentation of a properly prepared invoice (as specified by the facility) to the Contracting Representative. The Government shall reimburse the HCW only for actual training costs incurred, and any authorized travel expenses deemed reasonable.

3.8.1.3. The Government reserves the right to require additional documentation, including memoranda from the HCW obtaining the training.

3.8.1.4. Such training shall not be conducted prior to the appropriate funding being applied to the Contract.

3.9. Family and Medical Leave. Upon request from the Contractor, up to 12 weeks of family or medical leave, accrued leave plus LWOP, may be granted to the HCW if the circumstances specified in the Family and Medical Leave Act (FMLA), Sec. 102, apply.

3.10. Military Reserve Duty. During MTF check-in processing, HCWs shall report their reserve status to the MTF Contracting Representative. Documented military leave for military reservists may be allowed, not to exceed 15 days per fiscal year, in accordance with 5 U.S.C. 6323(a). This leave may be taken intermittently, i.e., 1 day at a time, and may be carried over into the next fiscal year provided a follow on contract is in place or an option period under the contract has been exercised. Military reservists who perform full-time military service as a result of a call or order to active duty in support of a contingency operation may take up to 22 days per calendar year of military leave, in accordance with 5 U.S.C. 6323(b). Leave will be authorized on a prorated basis for periods of performance less than 12 months in the fiscal year or if the position is part time. Documented military leave taken in accordance with 5 U.S.C. 6323(a) and (b) is compensated leave; however, the HCW may choose to take LWOP. HCWs shall follow the policy of the MTF with respect to notification of scheduled military duties to the Commanding Officer.

3.11. For unusual and compelling circumstances (e.g., weather emergencies) in which the Commanding Officer either excuses all facility personnel from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the HCW. This administrative leave may be compensated leave.

3.12. Furlough. Except as otherwise provided in this paragraph or unless specifically authorized in a DoD Appropriations Act or a continuing resolution, the obligation of the Contractor to perform services under the Contract, and the Government's obligation to pay for such services, shall be suspended during a Government furlough. In the event of a Government furlough, the Commanding will determine which Contractor employees are considered "essential" and therefore must report to work. Only Contractor employees deemed "essential" by the Government shall be compensated for services rendered during a furlough. All other Contractor employees will be furloughed until the Government shutdown ends or the Contracting Representative notifies them that they have become "essential" employees.

4. DUTIES AND RESPONSIBILITIES. The HCW shall perform full range Medical Assistant duties, within the scope of this statement of work, on site using government furnished property. Workload occurs as a result of scheduled and unscheduled requirements for care. The HCW productivity is expected to be comparable to that of other Medical Assistants assigned to the same facility.

4.1. Administrative and Training Requirements. The HCW shall provide training and/or technical direction as applicable to supporting Government employees during the performance of clinical procedures. The HCW shall perform limited administrative duties which include maintaining clinical workload, participating in educational programs and participating in clinical staff quality assurance functions and process action team, as prescribed by the Commanding Officer. The HCW shall:

4.1.1. Participate in the provision of monthly inservice training to non-health care-practitioner members of the clinical and administrative staff on subjects germane to the HCW's specialty.

4.1.2. Attend and/or comply with all annual training classes required by the Command, to include but not limited to online annual training provided by the MTF: disaster training, infection control, Sexual Harassment, Bloodborne Pathogens, Fire and Safety, Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE), and all other required training.

4.1.3. Participate in the implementation of the Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation and reporting.

4.1.4. Attend Composite Health Care System (CHCS)/Armed Forces Health Longitudinal Technology Application (AHLTA) training provided by the Government for a minimum of four (4) hours, and up to a maximum of 40 hours.

4.1.5. Comply with the HIPAA (Health Insurance Portability and Accountability Act) privacy and security policies of the treatment facility.

4.1.6. Participate in executing the Emergency Preparedness Plan (drills and actual emergencies) as scheduled by the MTF (typically semiannually). A MTF personnel re-call list with personal

contact information for all military, civil service and Contract employees is required to prepare in advance for an actual emergency. The HCW shall provide personal contact information to the designated supervisor upon commencement of services. Should an emergency occur, the HCW shall be contacted with shift information and for accountability purposes.

4.1.7. Operate and manipulate automated systems such as CHCS, AHLTA, participate in clinical staff Performance Improvement (PI) and Risk Management (RM) functions, as prescribed by the Commanding Officer. Maintain DoD email account as directed. The HCW is responsible for all email and voicemail communications.

4.1.8. Undergo an orientation and shall complete mandatory Navy and DoD on-line training as required. Orientation may be waived for personnel who have previously provided service at the treatment facility. DoD on-line training may require that the HCW enter their Social Security Number to document and track compliance with training requirements.

4.1.8.1. Orientation shall consist of Command Orientation and Information Systems Orientation. Command orientation of up to 40 hours includes annual online training requirements for topics such as but not limited to fire, safety, infection control, family advocacy, Chemical, Biological, Radiological, Nuclear, and Explosive Events (CBRNE) Basic Awareness, and various Navy required on-line trainings. Information Systems Orientation of approximately 24 hours includes the Composite Health Care System (CHCS), Armed Forces Health Longitudinal Technology Application (AHLTA), and the Ambulatory Data System (ADS). HCWs identified as CHCS and/or AHLTA Super-users shall undergo an additional 8 hours of information systems orientation.

4.1.9. Background Investigations. By fulfillment of this position, the HCW will have access to Department of Navy (DON) Information Technology (IT) systems and/or perform IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Therefore, the HCW shall be subject to Information Technology (IT)/Sensitive Information (SI) security requirements which include national and local background checks and a credit check in accordance with Secretary of Navy (SECNAV) Manual 5510.30, as well as a criminal background check in accordance with the Crime Control Act of 1990. It should be noted that in order to receive access to the DON IT system(s) and the sensitive data necessary to perform the duties for this position, the HCW must be a U.S. citizen. The HCW shall be required to complete the paperwork necessary for the Government to complete the background investigations.

4.2. Clinical Functions: The HCW shall perform a full range of Medical Assistant duties in accordance with assignment, to include the following

4.2.1. Prepare exam rooms prior to patient's arrival.

4.2.2. Obtain and screen patient's medical record following appropriate procedures.

4.2.3. Obtain patient's vital signs, to include temperature, respiration, pulse, weight and blood pressure, notifying the provider for those out of policy parameters.

4.2.4. Obtain and document patient's current medical history, drug history, chief complaints, allergies and vital signs on the correct Standard Form before patient is in the exam room.

4.2.5. Assist the provider as needed during exams.

4.2.6. Perform diagnostic procedures when ordered, to include EKG's, urine dip sticks, phlebotomy, etc.

4.2.7. Transport patients to other clinical areas as needed.

4.2.8. Once the provider is in with the patient, be available for any anticipated stand by needs and/or assistance with exams or procedures.

4.2.9. Administer medication to patients as directed.

4.2.10. Obtain lab and x-ray results.

4.2.11. Maintain exam room stock levels and perform routine maintenance of exam rooms.

4.2.12. Participate in inventory procedures as directed.

4.2.13. Complete lab and x-ray requisitions in accordance with clinic policies.

4.2.14. Enter the subjective portion of AHLTA; reason for visit, symptoms, duration of symptoms, concerns, enter all patient concerns they would like addressed this visit.

4.2.15. Answer telephone and transcribe accurate messages.

4.2.16. Ensure that any broken or unsafe equipment is removed from the clinic in a timely manner and notify appropriate personnel.

4.2.17. Assist with patient flow and give direct patient care as directed.

4.2.18. Operate approved clinical medical equipment, as directed, such as Automatic Blood Pressure Monitor, Hand Held Nebulizer, EKG Machine (12 lead), Electronic Thermometer..

4.2.19. Provide patient educational services, as required.

4.2.20. Assist provider as a stand by when requested.

4.2.21. Assist team RN's with monitoring and answering patient request via secure messaging service (Relay Health).

4.2.22. Schedule patients per clinic business rules.

4.3. Qualifications Requirement.

4.3.1. Upon award, the HCW shall complete a qualifications package prior to performance of services. Prior to start of services under this Contract, the Contracting Representative will verify the HCW's qualification requirements.

4.3.2. For those positions that require certifications, licenses or registration, the Contracting Representative shall perform primary source verification prior to Contract start.

5. FAILURE AND/OR INABILITY TO PERFORM.

5.1. This Contract may be found voidable at the option of the Government if the Contractor fails to provide the requested physical certification.

5.2. Should the HCW be unable to perform duties under the Contract due to medical or physical disability for more than 13 consecutive days, performance under the Contract may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance under the Contract is so suspended, no reimbursement shall be made and no other compensation, including annual/sick leave, shall accrue to the HCW so long as performance is suspended.

5.3. A HCW demonstrating impaired judgment shall be removed from providing health care services. The Government reserves the right to remove any HCW who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

5.3.1. A HCW with alcohol or drug abuse problems may be allowed to return to work under the terms of the Contract only with prior Government approval.

6. PERSONNEL QUALIFICATIONS. The HCW is required to possess the following minimum levels of professional and technical experience. The specialized experience included as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the following applicable labor category:

MEDICAL ASSISTANT

6.1. SPECIAL REQUIREMENTS. The HCW shall:

6.1.1. Possess a high school diploma or GED certificate.

6.1.2. Be a graduate from a medical assistant training program accredited by Commission on Accreditation of Allied Health Education Programs (CAAHEP), the Accrediting Bureau of Health Education Schools (ABHES) of the American Medical Technologists, or a formal medical services training program of the United States Armed Forces.

6.1.3. Possess certification as a medical assistant by the American Association of Medical Assistants or registration by the American Medical Technologists.

6.1.4. Possess and maintain current certification in one of the following: American Heart Association Basic Life Support (BLS) for Healthcare Providers or American Heart Association Healthcare Provider Course. HCWs, not currently in possession of current certification, must acquire certification prior to initiating contract performance. Web based classes do not meet these standards. Other certification may be acceptable if specified in the task order. Certification Card must display the American Heart Association or Military Training Network emblem. A copy of The BLS instruction (BUMEDINST 1500.5c) may be obtained from the world Wide web at:

[HTTP://WWW.MED.NAVY.MIL/DIRECTIVES/PAGES/BUMEDINSTRUCTIONS.ASPX](http://www.med.navy.mil/directives/pages/bumedinstructions.aspx)

6.1.5. Provide two letters of recommendation written within the preceding two years from a manager, director, or direct supervisor attesting to the HCW's applicable clinical skills. Letters shall attest to the HCW's communication skills and ability to relate to patients as well as professional and other inter-personal skills among staff members and must include: name, title, phone number, date of reference, address and signature of the individual providing the recommendation.

6.1.6. Represent an acceptable malpractice risk to the Navy.

6.1.7. Be in good standing and under no sanction or suspension listing by the Federal Government.

6.1.8 Be a U.S. citizen.

6.2. REGULATORY COMPLIANCE REQUIREMENTS.

6.2.1. Within 60 days prior to performance of services by the HCW, the HCW shall obtain, at Contractor expense, documentation of required immunizations and physical testing, and a statement from the HCW's licensed medical practitioner or a report of a physical examination. The physical examination and immunization documentation shall indicate that the HCW is free from mental or physical impairments that would restrict the HCW from providing the services described herein. The requirements are provided on the HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM, the current version of which is available at:

http://www.med.navy.mil/sites/nmlc/Public_Docs/Physical%20Exam%20and%20Immunization%20Form.pdf

The Contractor shall always obtain the current version from the web page and shall have the form completed in its entirety in accordance with its instructions. The facility shall identify any

incumbent HCWs who are not required to complete this documentation after Contract award. Declinations shall only be permitted based on either the HCW's religious convictions or medical contraindications (as documented by a qualified health care provider). The Hepatitis B vaccine declination can be found on the World Wide Web at

<http://www.osha.gov/SLTC/etools/hospital/hazards/bbp/declination.html>.

6.2.1.1. Except for the HCW who decline Hepatitis B vaccine as given above, the Hepatitis B requirements given in the HEALTH EXAMINATION AND IMMUNIZATION/SCREENING REQUIREMENT FORM, provide that the HCW must either show a positive titer or demonstrate persistent non-response to the vaccine. The HCW may be approved for service at the MTF prior to achieving a Hepatitis B positive titer or demonstrating a persistent non-response according to the following provisions:

6.2.1.1.1. The HCW must receive the first vaccination of his/her initial vaccination series prior to commencing service under the Contract and must complete the series not later than 6 months after commencing service and, if a negative titer is obtained, must complete the second series within another 6 months; or

6.2.1.1.2. The HCW who has completed his/her initial series and obtained a negative titer must commence his/her second vaccine series prior to commencing service and must complete the second series not later than 6 months after commencing service.

6.2.1.1.3. The HCW approved according to the provisions above will be considered persistent non-responders until there is evidence to the contrary and will be counseled by a licensed practitioner regarding the implications of non-response.

6.2.1.1.4. If the HCW fails to comply with the applicable schedule above, the Contract may be terminated if so directed by the Contracting Officer.

6.2.2. Except as provided in paragraph 6.2.3 or 6.2.4 below, or unless the HCW is otherwise entitled to Government medical services (e.g., an eligible beneficiary), no medical tests or procedures required by the Contract may be performed in the MTF. Expenses for all required tests and/or procedures shall be borne by the Contractor at no additional expense to the Government.

6.2.3. The HCW shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of the Contract, as the Commanding Officer may deem necessary for preventive medicine, medical surveillance, or performance improvement. These examinations will be provided by the Government. If the Contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government.

6.2.4. It is essential that the HCW be vaccinated annually against influenza according to Bureau of Medicine and Surgery, (BUMED) and Centers for Disease Control (CDC) guidelines aimed at

reducing the impact of influenza disease in health care settings. The Government will provide the influenza vaccine free of charge. If the HCW chooses to be immunized by the Government, the HCW shall sign a waiver releasing the Government from legal liability in accordance with local procedures and policies. Alternately, the HCW may obtain the vaccine at another facility, with the HCW bearing the total cost, and provide proof of vaccination to the Government. If the HCW declines vaccination, a signed declination form shall be provided to the Government in accordance with CDC recommendations and MTF policies.

6.2.5. A HCW who does not show a positive antibody titer after immunization and appears to have a "non-immune" status must report varicella exposure to the Contracting Representative. In accordance with CDC Recommendations, the HCW may be removed from patient care duties beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, the HCW will be considered to be in a leave status.

6.2.6. Prior to reporting for service at an MTF, each contract HCW shall be screened at Contractor expense for risk of exposure to tuberculosis (TB) as part of the Health Examination and Immunization/Screening Requirement Form in 6.2.1. If the HCW is determined to have a low risk of exposure, no further screening or testing is required under this Contract. The initial screening may be waived, at the discretion of the MTF, if the Contractor provides evidence of a prior low risk assessment by a licensed physician. If the initial screening results in a determination that the HCW has an increased risk of exposure to TB, the Contractor is responsible for ensuring that the HCW receives targeted screening and testing in accordance with CDC Guidelines for Health-Care Settings and submitting timely records of subsequent screening or testing to the Contracting Representative.

6.2.7. BLOODBORNE PATHOGEN ORIENTATION PROGRAM. The HCW shall participate in the Command's Bloodborne Pathogen Orientation Program. The HCW shall also participate in all required annual training and in periodic training for all procedures that have the potential for occupational exposure to bloodborne pathogens.

6.2.8. MANAGEMENT OF HIV POSITIVE HCWs. The human immunodeficiency virus (HIV) positive HCW will be managed in accordance with the current CDC guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. 793) and its implementing regulations (41 CFR Part 60-741).

6.2.9. PREVENTION OF THE TRANSMISSION OF HIV . The HCW shall comply with the CDC's "Universal Precautions" for the prevention of the transmission of the HIV virus.

6.2.10. MANAGING THE CLINICAL RISK IN THE WORK ENVIRONMENT. The work environment inherently involves risks typically associated with the performance of clinical procedures. The HCW may be exposed to contagious disease, infections and flying debris, requiring the wearing of personal protection equipment such as scrub attire, gloves, masks, and eye protection.

Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Navy via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 14-MAR-2016 TO 13-MAR-2017	N/A	U S NAVAL HOSPITAL OKINAWA, JAPAN FPO AP 96362 FOB: Destination	N68470
1001	POP 14-MAR-2017 TO 13-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68470

2001	POP 14-MAR-2018 TO 13-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68470
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CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items	OCT 2014
	(NOV 2015) Alternate I	
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.217-5	Evaluation Of Options	JUL 1990
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-3	Payments under Personal Services Contracts	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.249-12	Termination (Personal Services)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (Oct 2001) of 52.219-9.
- ____ (iii) Alternate II (Oct 2001) of 52.219-9.
- ____ (iv) Alternate III (Oct 2015) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ____ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ____ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ____ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- ____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) XX (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter **2**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEC 2015)

(a) Definitions. As used in this provision--

Controlled technical information, covered contractor information system, and covered defense information defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEPT 2015)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations", <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD CIO prior to contract award; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include

analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

2 IN 1 SERVICES ONLY

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DESTINATION / DESTINATION

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0248
Issue By DoDAAC	N00406
Admin DoDAAC	N00406
Inspect By DoDAAC	N/A
Ship To Code	N68470
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N68470
Service Acceptor (DoDAAC)	N68470
Accept at Other DoDAAC	N/A

LPO DoDAAC	N68470
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

WAWF Acceptor/COR Email Address:

usn.butler.navhospokinawaja.mesg.contractadmin@mail.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

usn.butler.navhospokinawaja.mesg.contractadmin@mail.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

5252.225-9401 JAPANESE CONCILIATION CLAUSE (Jan 1992)

- (b) Except as otherwise provided in this contract any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the US-Japan Joint Committee for conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.
- (c) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled Disputes to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.
- (d) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.
- (e) In the event the disagreement submitted to the Joint Committee under subparagraph (b) above has been received through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract, entitled Disputes, of the settlement of the dispute and to withdraw his appeal.
- (f) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled Disputes be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.
- (g) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled Disputes has been rendered. Pending the hearing of conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

(End of Clause)

LANGUAGE AND CURRENCY OF OFFERS (JUNE 2003)

Offers shall be submitted in the English language and in U.S. dollars.

(End of Provision)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

TATSUYA KU

Email Address: tatsuya.ku.ja@fe.navy.mil

TELEPHONE: Kadena Air Base Operator: 098-938-1111 -pause- Extension 634-9812

NAME: MASAMI KOBAYASHI

Email Address: masami.kobayashi1.ja@fe.navy.mil

TELEPHONE: 046-816-8408

(End of Clause)

SPECIAL CONTRACT REQUIREMENTS

HEALTHCARE WORKER BACKGROUND INVESTIGATION REQUIREMENTS

(a) Healthcare Worker Requirements: Within 30 days after contract award, the healthcare worker shall provide all reasonable and necessary assistance to the Government to facilitate and complete the background investigation. To initiate the process for a background investigation, the healthcare worker shall report to the Contracting Officer's Representative (COR) for specific MTF processing instructions, complete the appropriate portion of the SF 85 P, and obtain fingerprints for submittal to the Office of Personnel Management (OPM). Healthcare workers who have previously received a background check must provide proof of the check or obtain a new one.

(b) Government Responsibilities: The Government will conduct criminal background checks on all healthcare workers providing child care services under this contract based on fingerprints obtained by a Government law enforcement office (e.g., local, state, federal, etc.) and a completed SF 85P form (Questionnaire for Public Trust Positions). The Technical Liaison will identify the appropriate DoD Component for billing purposes and the appropriate security point of contact and/or installation commander who will receive the background results.

(c) Miscellaneous Provisions: The Healthcare worker has the right to obtain a copy of any background check pertaining to them and to challenge the accuracy and completeness of the information contained in the report. A background check that provides adverse information that is unable to be mitigated or resolved and ultimately prevents the healthcare worker from performing contract duties will result in contract termination. With written recommendation from the Commander, and the approval of the Contracting Officer, a healthcare worker with a background investigation pending completion may be permitted to perform work under this contract prior to the completion of the background check, provided the healthcare worker is within sight and continuous supervision of an individual with a successful background check.

CRIME CONTROL ACT OF 1990 REQUIREMENT

(a) Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

(b) The Government will conduct criminal background checks on the Contractor providing child care services under this contract based on fingerprints of the Contractor obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

(c) Within 30 days after contract award, the Contractor shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 1304(d). Upon receipt of the results of a background check, the Contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 1304(c), when appropriate.

(d) The Contractor shall have the right to obtain a copy of any background check pertaining to itself and to challenge the accuracy and completeness of the information contained in the report.

INFORMATION TECHNOLOGY/SENSITIVE INFORMATION SECURITY REQUIREMENTS

(a) Contractor personnel shall meet the personnel security requirements for Sensitive and Information Technology (IT) positions outlined in Secretary of Navy (SECNAV) Manual M-5510.30 and SECNAV Instruction 5510.30 (most current version). Department of Navy (DON) IT positions include any position in which the incumbent has access to DON IT systems and/or performs IT-related duties with varying degrees of independence, privilege and/or ability to access and/or impact sensitive data and information. Use of CHCS and/or AHLTA is illustrative examples of such systems where security requirements apply.

(b) The same level of trustworthiness is required for contractor personnel as is required for Government personnel requiring similar access to and/or processing of proprietary data, information requiring protection under the Privacy Act of 1974, sensitive information, and Government-developed privileged information involving award of contracts; including user level access to DON or DOD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information. As such positions filled under this contract are designated as Non-Critical Sensitive (NCS), and IT-II.

(c) U.S. citizenship is a basic condition for assignment to a designated sensitive IT position. U.S. citizens who are also dual citizens are not specifically excluded from occupying either sensitive or designated IT positions, however, a dual citizenship status raises foreign influence and foreign preference concerns that will most likely prohibit interim assignment pending favorable investigation and adjudication of these issues. Eligibility will not be established for persons who hold a foreign passport. The U.S. citizen reference in the aforementioned regulation(s) make no distinction between those who are U.S. citizens by birth, those who are U.S. nationals, and those who have derived U.S. citizenship or those who acquired it through naturalization. Additional information on U.S. citizenship requirements is contained within SECNAV Manual M-5110.30 and SECNAV Instruction 5510.30. MTF security personnel must validate citizenship of individuals before submitting initial personnel security investigation requests.

(d) The investigative basis for assignment to a designated NCS/IT-II position is a favorably completed and adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) for contractor employees.

(e) Personnel background investigations and training must be initiated and interim approval/temporary access be granted before access to DOD and DON IT systems/networks or DOD and DON sensitive information is allowed.

(f) Contractor personnel shall report to the COR to receive MTF specific processing instructions to complete the appropriate personnel security questionnaire, complete and submit the appropriate paperwork for the background investigation or provide proof of a favorable adjudication, and receive requisite training. A copy of the temporary access approval shall be provided to the COR upon receipt by the contract employee.

(g) The Navy manual and instruction referenced in paragraph 1.2.1 leave open the possibility of a waiver to the policies described herein. See M-5510.30, Chapter 1-10. However, neither the contracting officer nor the Commanding Officer of the MTF is authorized to grant such a waiver. All waiver requests must be forwarded to, and approved by, the Chief of Naval Operations (N09N2). In the event that the contractor wishes to pursue this course of action, it shall contact the COR of the MTF for the proper administrative procedures. The Commanding Officer of the MTF, or designee, shall decide if an individual waiver request will be submitted to the CNO. The mutual understanding of the parties is that waiver requests are rarely, if ever, granted, and further that delays in the processing of, or the failure of the Navy to act favorably on, such a request does not excuse the contractor from performance under this contract.

PHYSICAL EXAMINATION CERTIFICATE

(a) The health care worker shall obtain, at Contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to contract start indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. The statement must contain, as a minimum, the information described in Attachment (2) in Section J.

(b) Except as provided in c, below, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the health care worker at no additional expense to the Government.

(c) Further, the health care worker shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, quality assurance, or privileging purposes. These examinations will be provided by the Government. If the health care worker chooses, these examinations may be provided by the private physician or dentist at no expense to the Government.

(d) Prior to the commencement of performance under this contract, the Technical Liaison shall direct the health care worker to inprocess through standard facility procedures. Health care workers who have patient contact must show immunity to Measles, Mumps and Rubella (MMR) through Serological testing which shows zero-positivity to MMR or proof of vaccination (persons born prior to 1957 must have received one dose of MMR vaccine, persons born in 1957 or later must have received two doses of MMR vaccine). The health care worker shall provide evidence of varicella immune status or a statement of history of chicken pox. Additionally, health care workers must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis. The health care worker is responsible for any expenses incurred for required testing.

(e) The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation as scheduled by the Senior Medical Department Representative. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker(s) involved in an exposure incident shall follow MTF regulations and procedures.

(f) Management of HIV positive health care worker shall be consistent with current Centers for Disease Control (CDC) guidelines and Section 503 of the Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

(g) The health care worker shall comply with the CDC's ³ Universal Precautions₂ for prevention of the transmission of HIV during all procedures.

(h) The health care worker shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by the health care worker shall be registered with the base security service according to applicable directives. Eating by the health care worker is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

(i) All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the health care worker during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the health care worker without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

(j) The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse amount military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit if there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by the health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

LIABILITY INSURANCE

(a) Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

(b) General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

CONSUMPTION TAX

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying

that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034

USG Standard Form 1113

USG Standard Form 44

Department of Defense Form 1155

Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

CUSTOMS AND TAX EXEMPTION

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;

(2) Contract number and job order number (if applicable);

(3) Nomenclature of taxable material to be delivered and intended use;

(4) Quantity of taxable material used or to be delivered; and

(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

EVALUATION

EVALUATION SHALL BE MADE IN ACCORDANCE WITH DFARS 237.104 (B)(II) BELOW.

(ii) Personal services contracts for health care are authorized by 10 U.S.C. 1091.

(A) This authority may be used to acquire—

(1) Direct health care services provided in medical treatment facilities;

(2) Health care services at locations outside of medical treatment facilities (such as the provision of medical screening examinations at military entrance processing stations); and

(3) Services of clinical counselors, family advocacy program staff, and victim's services representatives to members of the Armed Forces and covered beneficiaries who require such services, provided in medical treatment facilities or elsewhere. Persons with whom a personal services contract may be entered into under this authority include clinical social workers, psychologists, psychiatrists, and other comparable professionals who have advanced degrees in counseling or related academic disciplines and who meet all requirements for State licensure and board certification requirements, if any, within their fields of specialization.

(B) Sources for personal services contracts with individuals under the authority of 10 U.S.C. 1091 shall be selected through the procedures in this section. These procedures do not apply to contracts awarded to business entities other than individuals. Selections made using the procedures in this section are exempt by statute from FAR Part 6 competition requirements (see 206.001(b)).

(C) Approval requirements for—

(1) Direct health care personal services contracts (see paragraphs (b)(ii)(A)(1) and (2) of this section) and a pay cap are in DoDI 6025.5, Personal Services Contracts for Health Care Providers.

(i) A request to enter into a personal services contract for direct health care services must be approved by the commander of the medical/dental treatment facility where the services will be performed.

(ii) A request to enter into a personal services contract for a location outside of a medical treatment facility must be approved by the chief of the medical facility who is responsible for the area in which the services will be performed.

(2) Services of clinical counselors, family advocacy program staff, and victim's services representatives (see paragraph (b)(ii)(A)(3) of this section), shall be in accordance with agency procedures.

(D) The contracting officer must ensure that the requiring activity provides a copy of the approval with the purchase request.

(E) The contracting officer must provide adequate advance notice of contracting opportunities to individuals residing in the area of the facility. The notice must include the qualification criteria against which individuals responding will be evaluated. The contracting officer shall solicit applicants through at least one local publication which serves the area of the facility. Acquisitions under this section for personal service contracts are exempt from the posting and synopsis requirements of FAR Part 5.

(F) The contracting officer shall provide the qualifications of individuals responding to the notice to the commander of the facility for evaluation and ranking in accordance with agency procedures. Individuals must be considered solely on the basis of the professional qualifications established for the particular personal services being acquired and the Government's estimate of reasonable rates, fees, or other costs. The commander of the facility shall provide the contracting officer with rationale for the ranking of individuals, consistent with the required qualifications.

(G) Upon receipt from the facility of the ranked listing of applicants, the contracting officer shall either—

(1) Enter into negotiations with the highest ranked applicant. If a mutually satisfactory contract cannot be negotiated, the contracting officer shall terminate negotiations with the highest ranked applicant and enter into negotiations with the next highest.

(2) Enter into negotiations with all qualified applicants and select on the basis of qualifications and rates, fees, or other costs.

(H) In the event only one individual responds to an advertised requirement, the contracting officer is authorized to negotiate the contract award. In this case, the individual must still meet the minimum qualifications of the requirement and the contracting officer must be able to make a determination that the price is fair and reasonable.

(I) If a fair and reasonable price cannot be obtained from a qualified individual, the requirement should be cancelled and acquired using procedures other than those set forth in this section.

LOCAL INFORMATION

DUN AND BRADSTREET OFFICE:

In conjunction with paragraph (c)(1) (ii) of the provision, ³ 52.204-7 System for Award Management, the Offeror, whose DUNS number has been newly assigned, or has not been assigned before, is required to obtain a copy of report printed out by Dun and Bradstreet Japan Ltd. and submit it to NAVSUP FLC Yokosuka accompanied with its offer, by contacting –

Tokyo Shoko Research, Ltd.
D & B Business Promotion
Tel: 03-3574-2258
Fax: 03-3574-2292